



U.S. Department Labor
Employment and Training Administration

OMB Control No. 1205-0134
Expiration Date: March 31, 2019

Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal): USAFARMILABOR, Inc., 686 Mauney Cove Rd., Waynesville, NC 28786 (828) 246-0659 AGENT FOR: Little Wicomico Oyster, LLC; Andrew Cockrell P: 309 Railway Dr Heathsville, VA 22473 M: 4990 Hacks Neck Rd Heathsville, VA 22473	
a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador: [REDACTED]	
b) Telephone Number / Número de Teléfono: 804-436-5692	
c) Fax Number / Número de Fax: N/A	
d) E-mail Address / Dirección de Correo Electrónico: mylescockrell@gmail.com	
2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo: 309 Railway Dr Heathsville, VA 22473 Directions: From Heathsville, VA, Head southeast on US-360 E toward Monument PI for 7.8 miles. Turn left onto State Rte 644/Hacks Neck Rd. Continue to follow Hacks Neck Rd for 4.9 miles. Turn right onto State Rte 648 and drive 0.8 miles. Turn left to stay on State Rte 648. Destination will be on the right in 269 feet.	
3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda: 1901 Fairport Road Reedville, VA 22539 Directions: From Reedville, VA, Head northeast on Main St toward Reed Ave for 0.6 miles. Continue onto US-360 W for 2.1 miles. Turn left onto State Rte 646. Destination will be on the left and drive 1.9 miles.	
a) Description of Housing / Descripción de la vivienda: Description: Employer owned 3 bedroom with 5 beds; accommodates 5. (See Attachment)	

Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL																	
4. SOC (O*NET/OES) Occupational Code / Código Industrial: 45-2093 a. SOC (ONET/OES) Occupational Title / Título Ocupacional Farmworker - Oysters	5. Job Order No. / Num. de Orden de Empleo: 1263380																
6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono): 10304 Spotsylvania Ave Ste 100 Fredericksburg VA 22408 (540) 322-5757 a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa). Soraya Buckner (757) 709-5218																	
7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo: 1-4-2018																	
8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo: 7-1-2018																	
9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo: From / Desde: 2/15/2018 To / Hasta: 11/15/2018																	
10. Number of Workers Requested / Número de Trabajadores Solicitados: 5 (See Attachment)																	
11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 48 <table><tr><td>Sunday / Domingo</td><td>0</td><td>Thursday / Jueves</td><td>8</td></tr><tr><td>Monday / Lunes</td><td>8</td><td>Friday / Viernes</td><td>8</td></tr><tr><td>Tuesday / Martes</td><td>8</td><td>Saturday / Sábado</td><td>8</td></tr><tr><td>Wednesday / Miércoles</td><td>8</td><td></td><td></td></tr></table>		Sunday / Domingo	0	Thursday / Jueves	8	Monday / Lunes	8	Friday / Viernes	8	Tuesday / Martes	8	Saturday / Sábado	8	Wednesday / Miércoles	8		
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Monday / Lunes	8	Friday / Viernes	8														
Tuesday / Martes	8	Saturday / Sábado	8														
Wednesday / Miércoles	8																
12. Anticipated range of hours for different seasonal activities / Rango previsto de horas par alas diferentes actividades de la temporada: 48 minimum per/week																	
13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de: Employer / Empleador: Yes / Si <input checked="" type="checkbox"/> No <input type="checkbox"/>																	

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Workers will purchase food and prepare meals in employer provided fully equipped kitchen.
Employers will make sure workers have access to a grocery store at least once per week.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Referrals accepted from local Job Service, Word-of-mouth, gate hires etc. Order holding office to refer applicants. Office hrs 8-5pm EST time, Mon-Fri, at 804-436-5692. (See Attachment)

The actual employment offer is at the sole discretion of the employer. Referrals will be accepted from the State Workforce Agencies (SWAs), directly from applicants, walk-ins, gate hires, and from other sources. SWA's should thoroughly familiarize each applicant with the job specifications and terms and conditions of employment before a referral is made. Workers must meet all of the following criteria:

1. Are available and indicate willingness to work the entire season.
2. Have transportation to job site at start of season. Transportation costs will be reimbursed.
3. Have been fully apprised by the local employment office of the terms, conditions, and nature of employment.
4. Are legally entitled to work in the U.S.
5. Are able, willing and qualified to perform the work.

Worker must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. Law. (Sole responsibility of the employer) Employer will abide by the requirements and assurances of 20 CFR § 653.501 in the processing and/or hiring of individuals referred through the clearance system.

La oferta actual de empleo es a la sola discreción del empleador. Las referencias serán aceptadas de las Agencias Estatales de Trabajadores (swas), directamente de los solicitantes, sin cita previa, empresas de alquiler de compuerta, y de otras fuentes. SWA de familiarizar a fondo cada solicitante con las especificaciones de trabajo y los términos y condiciones de empleo antes de que se haga una referencia. Los trabajadores deben cumplir con todos los siguientes criterios:

1. Están disponibles e indicar la voluntad de trabajar toda la temporada.
2. Hacer que el transporte al lugar de trabajo al comienzo de la temporada. Los costos de transporte serán reembolsados.
3. ¿Ha recibido información plena por la oficina local de empleo de los términos, condiciones, y la naturaleza del empleo.
4. legalmente tienen derecho a trabajar en los EE.UU.
5. ¿Es capaz, dispuesto y calificado para realizar el trabajo.

Trabajador debe poseer los documentos requeridos para que el Patrón pueda cumplir con los requisitos de verificación de empleo de IRCA. Se requerirá la terminación exacta de la Forma I-9 de cada trabajador dentro de (3) días de empleo de conformidad con la Ley EE.UU.. Empleador cumplir con los requisitos y garantías de 20 CFR § 653.501 en la transformación y / o contratación de los individuos que se refiere a través del sistema de compensación.

16. Job description and requirements / Descripción y requisitos del trabajo:

Oysters grow during late spring, summer and early fall months, when water temperatures are above about 50 degrees F. Larvae are purchased from a hatcher and "set" or "struck" onto sand-sized particles of ground oyster shell (cultch). The process take place in a downweller, or a tank of circulated and aerated water containing a "sieve" with a mesh size of about 100 microns, or small enough to retain both the larvae and the cultch. Water is circulated into the top of the "sieve" so that it flows down through the mesh, and back into the tank. After a few days small amounts of local water containing phytoplankton are added to provide food. After about a week the cultch and attached oysters are transferred to upweller silos, or buckets with plastic mesh on the bottom. Water is forced up through the mesh and the bed of oysters and out the top of the bucket to provide food. Workers must clean the buckets or "silos" daily and sieve the oysters frequently, moving the larger ones to silos with larger mesh. This labor-intensive process continues until the oysters are about 1/4" in size. They are then moved to a "flupsy" which a large, floating upweller. Workers must also clean these silos and sieve the oysters so as to maximize the flow of water. Once the oysters are about 3/4", they are moved to floats or plastic "Seapa" baskets. Workers clean and tumble oysters from the floats/baskets, separating the small ones from the large ones, which go back into cleaned floats or baskets. Once they grow to about an inch, the oysters are placed into wire bottom cages and transported down-river, where they continue to grow. (Continued on attachment)

Spanish Translation- (See Attachment)

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☒ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ☐ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 60 lbs./libras
- ☐ Repetitive Movements / Movimientos repetitivos

- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☐ Drug Screen / Detección de Drogas
- ☐ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☐ Extensive Walking / Caminar por largos ratos
- ☐ Frequent Stooping / Inclinandose o agachándose con frecuencia
- ☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos E especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions* x	Yes/Sí	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Transfer oysters	\$ 11.27 11.46	\$ 11.46 11.46		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Cleaning silos	\$ 11.27 11.46	\$ 11.46 11.46		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sieve oysters	\$ 11.27 11.46	\$ 11.46 11.46		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(See Attachment)	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

The employer guarantees to offer, advertise and pay a wage defined as the highest of the USDOL-promulgated AEWR, the prevailing hourly wage or piece rate, an agreed-upon collective bargaining wage (this employer is not subject to a collective bargaining agreement) or the federal or state minimum wage in effect at the time work subject to the provisions of the job order is performed. This guaranteed wage will not be based on commission, bonuses, or other incentives. (See Attachment)

19. Transportation Arrangements / Arreglos de Transportación

(See Attachment)

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

N/A

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores?

Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

NONE

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

N/A

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Andrea Myles Cockrell Pres
Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

Chad M. Smith
Employer's Signature / Firma y Título del Empleador

11-13-17
Date / Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

(See Attachment)

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 11 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.


The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Andrew Myles Lockard Date: 11-13-17

Employer's Signature 

Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Attachment to ETA Form 790

ITEM 3 - HOUSING:

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer.

Employer requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal, State, & local Housing Standards no later than 30 days in advance of the date of need reflected on the attached ETA Form 790.

ITEM 10 – NUMBER OF WORKERS REQUESTED:

The employer expects the total number of workers to be used in this occupation to be 5, of which 5 will be H-2A workers for which certification is requested, and the balance will be domestic workers. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.

ITEM 11 - ANTICIPATED HOURS OF WORK:

8 hours per day, 6 days per week, is normal. The worker may be requested but not required to work additional hours and/or on the Sabbath or Federal holidays, depending upon the conditions in the fields or orchards, weather and maturity of the crop.

ITEM 15 - REFERRAL INSTRUCTIONS:

FIFTY PERCENT RULE: 20 CFR 655.135(d), From the time the foreign workers depart for the employer's place of employment, the employer will provide employment to any qualified, eligible US worker who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification, under which the foreign worker who is in the job was hired."

ITEM 16 – JOB DESCRIPTION

Job Description Continued: Workers retrieve the cages about monthly, clean and tumble the oysters, removing those that have reached market size and putting the smaller ones back in cages. The market-sized product must be inspected visually, counted, packed and refrigerated before sale. The tumbling and cleaning is very labor-intensive, but results in few long, skinny animals and a product wider and better shaped for the Half-shell market. Cleaning all cage floats and upweller silos of fouling by presume-washing and hand scrubbing is a major task. Must be able to swim and work in all kinds of weather. Must be able to lift 60 lbs. Wage rate may increase with verifiable experience with our company. Must be able to get driver's license within 30- 90 days. Minimum three months experience. No minimum education required.

NC
(initial)

Spanish translation:

Las ostras crecen durante la primavera tardía, el verano y los primeros meses del otoño, cuando la temperatura del agua es superior a 50 grados F. Las larvas se compran en una nacedora y se "colocan" o "golpean" en partículas de ostra molidas (cultch). El proceso tiene lugar en un habitante de la parte baja, o un tanque de agua aireada y circulada que contiene un "tamiz" con un tamaño de malla de aproximadamente 100 micras, o lo suficientemente pequeño como para retener tanto las larvas como el culto. El agua circula por la parte superior del "tamiz" para que fluya hacia abajo a través de la malla y vuelva al tanque. Después de unos días, se agregan pequeñas cantidades de agua local que contiene fitoplancton para proporcionar alimentos. Después de aproximadamente una semana, el cultivar y las ostras adheridas se transfieren a los silos de la parte superior, o cubos con malla de plástico en la parte inferior. El agua se impulsa a través de la malla y la cama de ostras y sale por la parte superior del cubo para proporcionar alimentos. Los trabajadores deben limpiar los cubos o "silos" a diario y tamizar las ostras con frecuencia, moviendo las más grandes a silos con una malla más grande. Este proceso de trabajo intensivo continúa hasta que las ostras miden aproximadamente 1/4 de pulgada. Luego se mueven a un "flupsy" que es un gran habitante flotante. Los trabajadores también deben limpiar estos silos y tamizar las ostras para maximizar el flujo de agua. Una vez que las ostras son de aproximadamente 3/4 ", se mueven a flotadores o cestas de plástico " Seapa ". Los trabajadores limpian y hacen caer ostras de los flotadores / canastas, separando las pequeñas de las grandes, que vuelven a formar flotadores o canastas limpios. Una vez que crecen hasta aproximadamente una pulgada, las ostras se colocan en jaulas con fondo de alambre y se transportan río abajo, donde continúan creciendo. Los trabajadores recuperan las jaulas cada mes, limpian y revuelven las ostras, eliminan aquellas que han alcanzado el tamaño de mercado y vuelven a colocar las más pequeñas en jaulas. El producto del tamaño de mercado debe inspeccionarse visualmente, contarse, empaquetarse y refrigerarse antes de la venta. El volteo y la limpieza requieren mucha mano de obra, pero dan como resultado pocos animales largos y flacos y un producto más ancho y mejor formado para el mercado de Half-shell. La limpieza de todos los flotadores de las jaulas y los silos de las incrustaciones en el suelo de las casas mediante el lavado de manos y el fregado de las manos es una tarea importante. Debe poder nadar y trabajar en todo tipo de clima. Debe poder levantar 60 lbs. La tasa de salarios puede aumentar con la experiencia verificable de nuestra empresa. Debe poder obtener la licencia de conducir dentro de 30 a 90 días. Experiencia mínima de tres meses. No se requiere educación mínima.

ITEM 17 - WAGE RATES, SPECIAL PAY INFORMATION AND DEDUCTIONS:

(a) The Adverse Effect Wage Rate, the prevailing hourly wage rate or piece rate, the Federal or State minimum wage rate, or the agreed-upon collective bargaining wage, whichever is greatest, will be the minimum rate of pay. Employer assures that if a change in the AEWR requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

(b) This job offer includes the following activities and rates of pay per unit:

- ☒ Transfer oysters
- ☒ Cleaning silos
- ☒ Sieve oysters

~~@\$11.27~~ 11.46
~~@\$11.27~~ 11.46
~~@\$11.27~~ 11.46

hC
(initial)

(c) The following deductions will be made:

X Taxes, if applicable under Federal, State, and local law from U.S. Workers;

X FICA Taxes

N/A FUTA Taxes

X Federal Income Tax Withholding

N/A Advances;

N/A Meals;

X Willful destruction of property;

N/A Other _____

No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage.

ITEM 18 – MORE DETAILS ABOUT THE PAY:

In the event the USDOL decreases the stated AEW for any reason during the pendency of the employer's positive recruitment and term of labor certification in the instant application, the employer will correspondingly reduce his offered/paid hourly wage rate so long as the newer lower AEW remains the highest of the aforementioned rates in effect at the time the work is performed. In the event the state workforce agency promulgates an hourly wage rate higher than the federal AEW which is subsequently superseded by a prevailing wage rate identified by an industry- or employer-provided countervailing survey, accepted and approved by the USDOL, the employer reserves the right to pay the lower rate at his discretion but in any case not less than the highest of the aforementioned rates in effect at the time the work is performed.

The employer will N/A, will not X pay the worker a bonus of \$N/A, based on Quality Picking N/A End of Season N/A Other N/A. Anticipated date by which payments will be made: N/A.

(d) The employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the $\frac{3}{4}$ guarantee period ends on the date of termination.

(e) Payroll Periods will be X Weekly; _____ Bi-weekly. Workers will be paid on Friday each payroll period. The employer will furnish to the worker on or before each payday in one or more written statements the following information and will comply with 20CFR 655.122(j)(k)(l)(m):

1. The worker's total earnings for the pay period
2. The worker's hourly rate and /or piece rate of pay
3. The hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in paragraph (i) of this section, separate from any hours offered over and above the guarantee)
4. The hours actually worked by the worker
5. An itemization of all deductions made from the worker's wages

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(initial)

6. If piece rates are used, the units produced daily
7. Beginning and ending dates of the pay period
8. The employer's name, address, and FEIN

Assurance provided that the highest wage will be paid at the time work is performed, for every hour or portion thereof worked, including any adjustments during a work contract period upon notification from the U.S. Department of Labor.

All earning records and statements will be available for inspection or transcription by the Secretary or a duly authorized and designated representative, and by the worker and representatives designated by the worker. 655.122(j)(k)(l)(m).

(f) Employer will provide a worker referred through the interstate clearance system 48 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$540.96, for the first week starting with the originally anticipated date of need. Employer will ; will not X require worker to perform alternative work if the guarantee cited in this section is invoked. Alternate work may be provided if the guarantee cited in this section is invoked. The alternate work and pay will be: N/A.

\$ 550.08
CBW
1-7-18

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job at least 5 days before the date of need, worker will be disqualified from the above-mentioned assurance.

ITEM 19 - TRANSPORTATION ARRANGEMENTS:

The employer will provide advance transportation for reasonable (most economical) common carrier or other transportation which conforms to the Interstate Commerce Commission (ICC) inbound transportation if it is the prevailing practice. If not the prevailing practice, the employer will reimburse the worker for transportation costs and subsistence to the employer's work site when the worker completes 50% of the work period. The employer must pay the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the US or abroad, to the place of employment.

The employer will also provide advance subsistence at a minimum amount of \$N/A per 24-hour period of travel from the place from which the worker has come to work for the employer to the place of employment (if it is the prevailing practice).

Workers who provide receipts for meals and non-alcoholic beverages in excess of \$ N/A will be reimbursed during the first pay period. If no receipts are presented worker will be reimbursed up to the maximum amount of \$N/A per 24-hour period of travel from place of recruitment to the place of employment (if it is the prevailing practice).

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Workers who voluntarily quit or are terminated for cause prior to completing 50% of the contract period will be required to reimburse the employer for the full amounts of transportation and subsistence which **were advanced and/or reimbursed to the worker.**

After worker has completed 50% of the work contract period, employer will reimburse worker for the cost of transportation and subsistence from the place from which the worker has come to work for the employer to the place of employment.

Upon completion of the work contract, employer will pay reasonable costs of return transportation and subsistence (**travel reimbursement subsistence will be the minimum amount of \$12.07 when workers do not have receipts per 24-hour period of travel, and the maximum amount will be \$51.00 per day when workers do have receipts**) from the place of employment to the place from which the worker has come to work for the employer, except when the worker will not be returning to the place from which the worker has come to work for the employer due to subsequent employment with another employer who agrees to pay such costs, in which case the new employer will only pay for the transportation and subsistence to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

Free transportation will be provided from the housing location to the work site and return each day.

OTHER CLARIFICATIONS AND ASSURANCES:

TERMINATIONS: The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable.

CONTRACT IMPOSSIBILITY: If, before the expiration date specified in the work contract, the services of the worker are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes the fulfillment of the contract impossible, the employer may terminate the work contract. Whether such an event constitutes a contract impossibility will be determined by the CO. In the event of such termination of a contract, the employer must fulfill a three-fourths guarantee for the time that has elapsed from the start of the work contract to the time of its termination, as described in paragraph (i)(1) of this section. The employer must make efforts to transfer the worker to other comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:

1. Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H2A employer, whichever the worker prefers.

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(initial)

2. Reimburse the worker the full amount of any deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment.
3. Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of this section. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved.

In the event of termination for medical reasons occurring after arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place from which the worker has come to work for the employer. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to get to the place of employment.

TRAINING: Training will be provided for N/A days and workers will be allowed N/A days to reach the production standards of the activity.

PRODUCTION STANDARDS: Worker will be expected to meet the following production standards after completion of training or break-in period, if applicable: (*List the production standards for each activity if production standards are applicable*): N/A

ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:

If the worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs, the employer will not be responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker under this section, and that worker is not entitled to the three-fourths guarantee described in paragraph (i) of this section. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer.

INJURIES: The employer will provide Workers Compensation Insurance or equivalent employer provided insurance, at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. Employer's proof of insurance coverage will be provided to the ETA field office before certification is granted. Workers Comp will be renewed if coverage expires during work period.

EMPLOYER OBLIGATION IF EMPLOYMENT EXTENDED: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or, if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

nc
(initial)

TERMS AND CONDITION CHANGES: The employer will expeditiously notify the order-holding office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

OUTREACH WORKERS: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

PROOF OF CITIZENSHIP: All workers hired under this order will be required to provide documentation attesting to U. S. citizenship or legal status to work in the U. S.

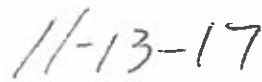
AGRICULTURAL WORK AGREEMENT: A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences.

OTHER: The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances, and 20 CFR 653.501. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers no less than the same benefits, wages and working conditions that the employer is offering, intends to offer, or will provide to H2A workers.


The employer will provide to an H2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker. 655.122(q).



Signature



Date



(initial)

VIRGINIA EMPLOYMENT COMMISSION

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED
ON JOB ORDER

1. ORDER NUMBER: 1263380
 2. NAME OF EMPLOYER: Little Wicomico Oyster, LLC
 3. LOCATION OF EMPLOYER AND DIRECTIONS:
Physical Address: 309 Rail Drive Heathsville, VA 22473
Mailing Address: 4990 Hacks Neck Road Heathsville VA 22473
From Heathsville, VA head southeast on US-360 E toward Monument PL for 7.8 miles. Turn left onto State Rte 644/Hacks Neck Rd. Continue to follow Hacks Neck Rd. for 4.9 miles. Turn right onto State Rte 648 and drive 0.8 miles. Turn right onto State Rte 648. Destination will be on the Right in 269 feet.
 4. PERIOD OF EMPLOYMENT:
FROM 2/15/2018 to 11/15/2018
 5. WORK SCHEDULE:
HOURS PER DAY 8 Monday to Saturday
DAYS PER WEEK 6
 6. CROP AND PAY:
CROP: Oysters
HOURLY WAGE: \$11.46
PIECE RATE: \$N/A
 7. WORK TASKS TO BE PERFORMED:
tasks related to aquaculture/farming operation: assist with cultivating, growing and harvesting oysters.
 8. TRANSPORTATION PROVIDED:
FROM LABOR CAMP TO WORK SITE AND RETURN
Yes
 9. HOUSING CAN ACCOMMODATE 5 PERSONS
5 INDIVIDUAL
0 FAMILY
 10. MEALS:
PROVIDED: NO
IF YES: COST PER DAY _____

WORKERS MAY DO THEIR OWN COOKING:
YES
 11. DEDUCTIONS:
- | TYPE | AMOUNT |
|-----------------|--------|
| SOCIAL SECURITY | XXXXXX |

LA COMISION DE EMPLEOS DE VIRGINIA

RESUMEN DE LAS CONDICIONES DE EMPLEO QUE
SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. NUMERO DE LA ORDEN: 1263380
 2. NOMBRE DEL EMPLEADOR: Little Wicomico Oyster, LLC
 3. DIRECCION DEL EMPLEADOR:
Fisica: 309 Rail Drive Heathsville VA 22473
Correo: 4990 Hacks Neck Road Heathsville VA 23601
Desde Heathsville, sigue sureste sobre US-360 hacia Monument PL por 7.8 millas. Dobla a la izquierda sobre State Rte 644/Hacks Neck Rd. Sigue sobre Hacks Neck Rd por 4.9 millas. Dobla a la derecha sobre State Rte 648 y sigue por 0.8 miles, dobla a la derecha sobre State Rte 648. Destino final localizado a la derecha a 269 pies.
 4. PERIODO DE EMPLEO:
Del 15 Febrero, 2018 al 15 de Noviembre, 2018
 5. HORARIO DE TRABAJO:
HORAS POR DIA 8- Lunes a sábado
NUMERO DE DIAS POR SEMANA 6
 6. COSECHA Y PAGO:
COSECHA Ostras
SUELDO POR HORA \$11.46
PAGA POR UNIDAD: \$no aplica
 7. LABORES A DESEMPEÑAR EN EL TRABAJO:
Hacer los trabajos relacionados en la operación de la acuicultura como: cultivar, crecimiento y cosecha de ostras.
 8. TRANSPORTE PROPORCIONADO: DESDE EL ENCAMPAMENTO HASTA EL SITIO DEL TRABAJO Y LA VUELTA: SI
 9. VIVIENDA DISPONIBLE PARA 4 PERSONAS:
5 INDIVIDUOS
0 FAMILIAS
 10. COMIDAS:
PROPORCIONADAS: NO
EN CASO DE SI: EL COSTO POR DIA SERA _____

LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: SI
 11. DEDUCCIONES:
- | CLASE | CANTIDAD |
|--------------------------|----------|
| SEGURO SOCIAL | XXXXXX |
| IMPUESTOS SOBRE INGRESOS | XXXXXX |

INCOME TAX XXXXXX

TRANSPORTATION NONE

TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

TRANSPORTE NINGUNO

HERRAMIENTOS Y EQUIPO NINGUNO

SUMA COBRADA POR EL
CONTRATISTA DE TRABAJO
AGRICOLA NINGUNO

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by 02/01/2018.

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION
10304 Spotsylvania Avenue, Suite 100
Fredericksburg, VA 22408

During the period of 02/2//2018 to 02/8//2018_____.
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa está disponible en la oficina para su inspección:

El pago por la primera semana de empleo es garantizado a menos que el empleador notifique al Servicio de Empleos de que la fecha de comienzo será atrasada, y que tal notificación sea antes de la fecha Febrero 1, 2018.

Para que Usted tenga derecho a esta garantía de pago, es necesario que se ponga en contacto con la siguiente Oficina del Servicio de Empleo:

VIRGINIA EMPLOYMENT COMMISSION
10304 Spotsylvania Avenue, Suite 100
Fredericksburg, VA 22408

Hay que contactar a la oficina durante el periodo de Febrero 2, 2018 a Febrero 8, 2018____.
Cualquiera oficina del servicio de empleos le asistirá en hacer contacto.

NORTHUMBERLAND COUNTY – COMMUNITY SERVICE SHEET

THREE RIVERS HEALTH DEPT.

6373 Northumberland Highway – Suite B
P.O. Box 69
Heathsville, VA 22473
804-580-3731

DEPARTMENT OF SOCIAL SERVICES

6373 Northumberland Highway, Suite A
Heathsville, VA 22473
804-580-3477

Environmental Health: 804-580-8827

EMERGENCY SERVICES

NORTHUMBERLAND COUNTY RESCUE SQUAD

412 Reed Avenue, Reedville, VA 22539
804-453-7788 **EMERGENCY ONLY - 911**

NORTHUMBERLAND COUNTY FIRE DEPT.

Callao Volunteer Fire Dept.
314 Northumberland Highway
Callao, VA 22435
804-529-6211

Fairfield Volunteer Fire Dept.
119 Main Street
Reedville, VA 22539
804-453-4055

SHERIFF OFFICE

Sherriff Office
76 Judicial Place
P.O. Box 310
Heathsville, VA 22473
804-580-5221

EMERGENCY ONLY - 911

VIRGINIA STATE POLICE

16835 Historyland Highway
P.O. Box 98, Warsaw, Virginia 22572-0098
804-333-3800

HOSPITAL

Rappahannock General Hospital
101 Harris Road
Kilmarnock, VA 22482
804-435-8000

LEGAL

VIRGINIA FARMWORKERS LEGAL ASSISTANCE PROJECT

1000 Preston Ave., Suite B
Charlottesville, Virginia 22903

-888-200-8479 or 804-296-8851

Mission and Goals: The Virginia Farmworkers Legal Assistance Project is a federally-funded legal services origination providing legal assistance and community education to migrant farmworkers throughout the Commonwealth of Virginia. Farmworker is the second most dangerous occupation in this country. More than 42,000 farmworkers labor in Virginia, and face numerous problems – including unpaid wages, pesticides exposure, and on-the-job accidents. The worker's legal issues are compounded by the cultural, geographic, and linguistic barriers they face.